



Order Filed on January 3, 2025
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

**Robertson, Anschutz, Schneid, Crane & Partners,
PLLC**

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In Re:

Gordon W Williams
aka Gordon Wesley Williams
dba G & O Trucking Limited Liability Co.,
Debtor.

Octavia C Williams,
Joint Debtor.

Case No.: 19-24629-JKS

Chapter: 13

Hearing Date: 09/12/2024

Judge: John K. Sherwood

**AGREED ORDER RESOLVING SECURED CREDITOR'S CERTIFICATION OF
DEFAULT**

The relief set forth on the following pages, numbered two (2) through four (4), is hereby
ORDERED.

DATED: January 3, 2025



Honorable John K. Sherwood
United States Bankruptcy Court

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Secured Creditor: NATIONSTAR MORTGAGE LLC

Secured Creditor's Counsel: Robertson, Anschutz, Schneid, Crane & Partners, PLLC

Debtors' Counsel: Goldman & Beslow, LLC

Property Involved ("Collateral"): 46 Temple Place, Irvington, NJ 07111

Relief sought: ■ Certification of Default

For good cause shown, it is **ORDERED** that Secured Creditor's Certification(s) is (are) resolved, subject to the following conditions:

1. Status of post-petition arrearages:
 - The Debtor has brought the account current subsequent to the Creditor's Certification of Default being filed on July 8, 2024.

Funds Held In Suspense \$1,007.09.

Total Arrearages Due \$213.65.

2. Debtor must maintain all post-petition payments, as follows:
 - Beginning on November 1, 2024, regular monthly mortgage payments shall continue to be made in the amount of \$1,220.74.
3. Payments to the Secured Creditor shall be made to the following address(es):

- Regular monthly payment: ATTN:Bankruptcy Dept.
Nationstar Mortgage LLC
PO BOX 619094
Dallas, Tx 75261-9741

4. In the event of Default:

■ Should the Debtor(s) fail to make any of the above captioned payments, or if any regular monthly mortgage payment should become more than thirty (30) days late or if Debtor(s) fails to comply with any terms of this Agreed Order, counsel shall file a Certification of Default with the Court. A copy of the Certification shall be sent to the Chapter 13 Trustee, the Debtors, and Debtors' attorney and the court shall enter an Order granting relief from the Automatic Stay. Debtor shall pay \$200.00 for each notice of default issued by Secured Creditor as a result of the Debtor's failure to comply with this Agreed Order.

■ In the event the Debtor(s) convert(s) to a Chapter 7 during the pendency of this bankruptcy case, the Debtor(s) shall cure all arrears within ten (10) days from the date of conversion in order to bring the loan contractually current. Should the Debtors fail to bring the loan contractually current, counsel shall file a Certification of Default with the Court, a copy of the Certification shall be sent to the Chapter 13 Trustee, Chapter 7 Trustee, the Debtors, and Debtors' attorney and the court shall enter an Order granting relief from the Automatic Stay. Debtor shall pay \$200.00 for each notice of default issued by Secured Creditor as a result of the Debtor's failure to comply with this Agreed Order.

■ This Agreed Order survives any loan modification agreed to and executed during the instant bankruptcy. If any regular mortgage payment due after the execution of a loan modification is more than thirty (30) days late, counsel shall file a Certification of Default with the Court a copy of the Certification shall be sent to the Chapter 13 Trustee, the Debtors, and Debtors' attorney and the court shall enter an Order granting relief from the Automatic Stay. Debtor shall pay \$200.00 for each notice of default issued by Secured Creditor as a result of the Debtor's failure to comply with this Agreed Order.

■ In the event Debtor's case is Dismissed at any time during these proceedings, the Automatic Stay shall not exist provided no further Order of the Court is entered Reinstating the Stay. Any Consent Order or Agreed Order entered by the Court is binding only during the pendency of this bankruptcy case. If, at any time, the stay is terminated by Dismissal with respect to the Property, this Consent Order/Agreed Order ceases to be binding and Movant may proceed to enforce its remedies under applicable non-bankruptcy law against the Property and/or against the Debtor.

■ In the event Debtor's case is Discharged, the Automatic Stay expires by Operation of Law this Consent Order/Agreed Order ceases to be binding and Movant may proceed to enforce its remedies under applicable non-bankruptcy law against the Property and/or against the Debtor.

■ The terms of this case shall be null and void if the case is converted

5. Award of Attorneys' Fees:

- The Applicant is awarded attorney fees of \$200.00 and costs of \$0.00.

The fees and costs are payable:

- Through the Chapter 13 plan.

6. In the event Secured creditor has not filed a timely Proof of Claim, Debtor consents to the filing and payment by the Chapter 13 Trustee of any late filed Proof of Claim, subject to the right of the Debtor to file an objection as to the amount.

7. In the event Debtor's case is Dismissed at any time during these proceedings, the Automatic Stay shall not exist provided no further Order of the Court is entered Reinstating the Stay. Any Consent Order or Agreed Order entered by the Court is binding only during the pendency of this bankruptcy case. If, at any time, the stay is terminated by Dismissal with respect to the Property, this Consent Order/Agreed Order ceases to be binding and Movant may proceed to enforce its remedies under applicable non-bankruptcy law against the Property and/or against the Debtor.

8. In the event Debtor's case is Discharged, the Automatic Stay expires by Operation of Law this Consent Order/Agreed Order ceases to be binding and Movant may proceed to enforce its remedies under applicable non-bankruptcy law against the Property and/or against the Debtor.

9. The terms of this case shall be null and void if the case is converted